



THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3100

RECORDATION NO. 8521-A Filed 1425

OCT 26 1981 -11 05 AM

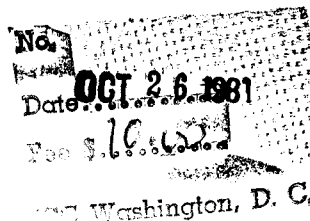
October 22, 1981

LAW DEPARTMENT
Writer's direct
telephone line: 359-3672

INTERSTATE COMMERCE COMMISSION

1-202AC02

Ms. Mildred Lee
Interstate Commerce Commission
Room 2303
Washington, D. C. 20423



Dear Ms. Lee:

There are transmitted to you herewith for filing and recordation pursuant to 49 U.S.C. Section 11303, duly executed counterparts of an Instrument of Release dated September 15, 1981, between United Virginia Bank, as Assignee, whose address is Post Office Box 26665, Richmond, Virginia, 23261, and Seaboard Coast Line Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202.

By this Instrument, United Virginia Bank acknowledged the complete satisfaction and full release of the Railroad Company's obligations under, and assigned, transferred and set over to the Railroad Company all of the equipment subject to, that Conditional Sale Agreement dated as of September 15, 1976, which was filed and recorded with the Interstate Commerce Commission on October 12, 1976 and assigned Recordation No. 8521.

Attached hereto is a draft in the amount of \$10.00 payable to the Interstate Commerce Commission to cover the recordation fee for said Instrument.

This letter of transmittal is signed by an officer of Seaboard Coast Line Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

After recordation, please return the recorded counterparts of said Instrument to me.

Yours very truly,

Edward C. Tannen
Edward C. Tannen

RECORDATION NO. 8521-A
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INTERSTATE COMMERCE COMMISSION

COUNTERPART NO. 4 OF 4
COUNTERPARTS. 4

INSTRUMENT OF RELEASE, dated this 15th day of September, 1981, between United Virginia Bank, hereinafter called the "Assignee", and Seaboard Coast Line Railroad Company, hereinafter called the "Railroad",

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of September 15, 1976, between Difco, Inc., (the "Vendor") and the Railroad, it was agreed that the Vendor would sell and deliver to the Railroad 20 Air Side Dump Cars ("the Equipment"); and

WHEREAS, by an Agreement and Assignment, also dated as of September 15, 1976 (the "Assignment") between the Vendor and the Assignee, the Vendor assigned, transferred, and set over to the Assignee, its successors and assigns, all the right, title and interest of the Vendor under the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, on October 12, 1976 and assigned Recordation Number 8521; and

WHEREAS, Article 6 of the Conditional Sale Agreement provides that the Vendor shall retain full legal title to and property rights in the Equipment until the Railroad shall have made all its payments under the Conditional Sale Agreement and shall have kept and performed all its agreements therein contained.

WHEREAS, the Railroad has made all payments and satisfied all of the covenants and conditions of the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Assignee does hereby (1) acknowledge satisfaction of all payments, covenants and conditions required of the Railroad under the Conditional Sale Agreement and Assignment, (2) transfer title to the Equipment to the Railroad and (3) release and discharge the Railroad from said Conditional Sale Agreement.

The Railroad does hereby release and discharge the Bank from any and all liability arising under the Conditional Sale Agreement and Assignment.

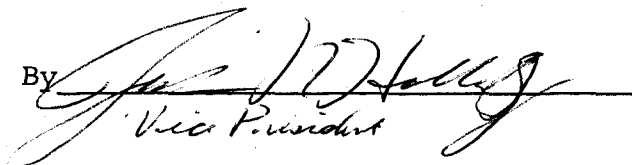
The Railroad will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303.

This instrument may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Assignee and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

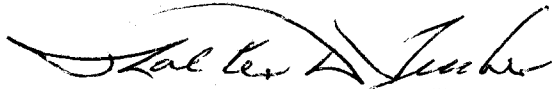
UNITED VIRGINIA BANK

By


Vice President

(Corporate Seal)

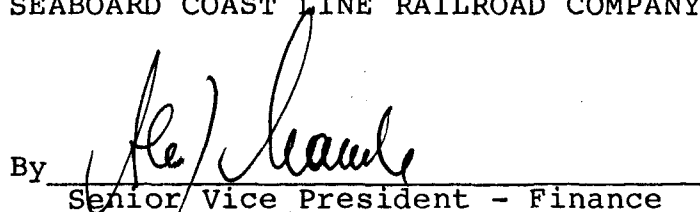
ATTEST:



Assistant Secretary

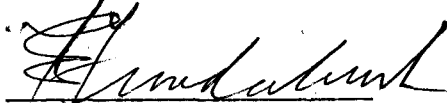
SEABOARD COAST LINE RAILROAD COMPANY

By


Senior Vice President - Finance

(Corporate Seal)

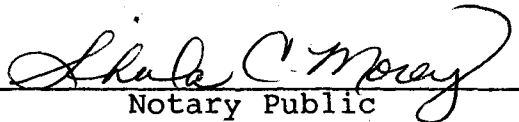
ATTEST:



Assistant Secretary

COMMONWEALTH OF VIRGINIA)
) SS:
CITY OF RICHMOND)

On this 12 day of October, 1981, before me personally appeared Julian N. Holland Jr., to me personally known, who, being by me duly sworn says that he is an Vice President of the United Virginia Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

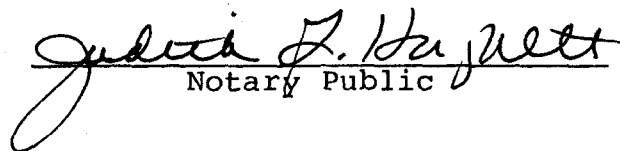

Notary Public

My commission expires:

(Notarial Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 16th day of October, 1981, before me personally appeared Alex J. Mandl, to me personally known, who, being by me duly sworn says that he is Senior Vice President - Finance of Seaboard Coast Line Railroad Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires:

(Notarial Seal)
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 5, 1984